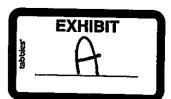


## CANADIAN PACIFIC

www.cpr.ca



#### CASE 0:14-cv-01029-PJS-SER Doc. 1-1 Filed 04/10/14 Page 2 of 16

All Marie Control of the Control of	i (120 de 220 de	Explicit Caceae heath 2016	Changes can be identified by these icons
	lay Marodiyer Jamir Rafalkulir Terriyalları Paşilir Adir Harodovis V	er Has deetnaantsk updared Deenlady, her bearings at de	ν τέχτ :: Wording change
	Galvas, Mc171176	version and resulting area. Combiling the of the person	S Price decrease
		itus andaothar lanto, plear :: vinj. www.sarca	+\$ Price increase
		eli disembata di Parameter di Pa Parameter di Parameter di Parame	New-Item added

## **Tariff 8 - Hazardous commodities**

#### **Application** *Item*

In addition to any other applicable tariff, the prices, charges and rules of this Tariff apply to commodities which are Dangerous Goods, Hazardous Materials, Poisonous Inhalation Hazards or Toxic Inhalation Hazards.

### Definitions Item 2

**Toxic Inhalation Hazard (TIH) / Poison Inhalation Hazard (PIH)** means any product considered poisonous or toxic by Inhalation in the Canadian Transportation of Dangerous Goods Regulations, the United States Hazardous Materials Regulations, or the Association of American Railroads circular OT-55 (http://boe.aar.com/boe-download.htm). The terms PIH and TIH are used interchangeably.

**Dangerous goods laws** means all applicable Canadian and United States federal, provincial, state, and local laws, rules and regulations governing the handling, packaging, disposing and transportation of dangerous goods in Canada and hazardous materials in the United States, including but not limited to the Transportation of Dangerous Goods Act, 1992, S.C. 1992, c. 34, Title 49 CFR of the United States Code of Federal Regulations, Hazardous Material Transportation Act (49 U.S.C 1801 et. Seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6901 et. Seq.) and the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601 et. Seq.), and regulations promulgated thereunder.

**Dangerous goods** means the dangerous goods listed in the Schedule 1 of the Transportation of Dangerous Goods Regulations, as amended or replaced from time to time.

**Hazardous materials** means the hazardous materials listed in the table set forth in Title 49 C.F.R. 172.101 of the Hazardous Materials Regulations, as amended or replaced from time to time.

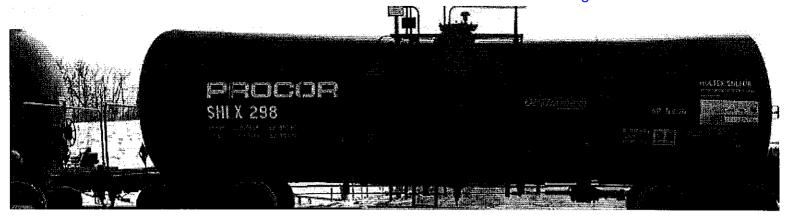
Hazardous commodities means PIH, TIH, Dangerous Goods, or Hazardous Materials.

**High Threat Urban Area (HTUA)** means any area as defined in <u>Appendix A to Part 1580</u> of <u>49 C.F.R.</u> <u>§1580</u>, as amended or replaced from time to time. CP served areas include Buffalo, Chicago, Detroit, Milwaukee, New York, Philadelphia, Twin Cities. DME served areas include Chicago, Kansas City, Twin Cities.

Private equipment means a railcar or container that is owned, leased, or provided by Customer.

**Rail Security-Sensitive Material (RSSM)** means any material as set forth in <u>49 C.F.R. §1580</u>.100 (b), as amended or replaced from time to time, including but not limited to any TIH/PIH material, division 1.1, 1.2, or 1.3 (explosive) material, or highway route-controlled Class 7 radioactive Material.

#### CASE 0:14-cv-01029-PJS-SER Doc. 1-1 Filed 04/10/14 Page 3 of 16



## Surcharges Item 3

For your convenience, the below items highlight fees specifically applicable to Hazardous Commodities. Without exception, traffic classified as TIH or PIH is not eligible for storage (item 17 of Tariff 2) on CP property, and may not be tendered for movement in a container.

#### \$550000

\$10,000.00 for TIH as outlined in Item 51 of Tariff 2, or item 21 of Tariff 3

#### Unsafe or improperly loaded Item 4

For any Hazardous Commodities, as detailed in Tariff 2 for railcars or Tariff 3 for containers.

#### Cost + 25%

MinImum \$2000.00 as outlined in item 52 of Tariff 2 or min \$1000.00 as outlined in item 22 of Tariff 3

#### Major adjustment Item 5

For any Hazardous Commodities, as detailed in Tariff 2 for railcars or Tariff 3 for containers.

#### \$16000

per day As outlined in Items 10 - 16 of Tariff 2

## Asset use: hazardous commodity charge Item 7

The daily surcharge for any railcars of Dangerous Goods or Hazardous Materials shall be applied as described in Tariff 2,

#### \$150000

per day As outlined in Items 10 - 16 of Tariff 2. Includes surcharge described in Item 7

#### Asset use: TIH Item 8

The daily rate of \$1500 per day shall apply for any railcars of TIH (loaded or residue) and will be calculated as described in Tariff 2.

#### \$250000

Supersedes Item 18 of Tariff 2 Or as outlined in Item 71 of Tariff 3

#### \$50000

+ Extra Switching/Handling
Fees for the additional
handling as per items 31 or 32
of Tariff 2 for railcars, or items
35 or 36 of Tariff 3 for
containers

#### \$8000

per container

#### \$32500

per car

#### Unauthorized shipment/use of CP's assets Item 9

For any shipments of RSSM without an effective price authority issued by CP at the time the shipment is tendered (ref item 40), or container not in full compliance with the Intermodal Commodity Restrictions (ref item 30).

#### Failure to provide Positive Chain of Custody Item 10

These fees will apply when CP is unable to pick up, transfer or place a shipment because positive chain of custody requirements cannot be met, as required under the regulations for RSSM shipments (refiltem 40) included in Dangerous Goods Laws.

#### Hazardous commodity surcharge intermodal Item 13

This surcharge shall be applied for US Domestic, Cross-Border, and International Import/Export shipments of Dangerous Goods or Hazardous Material.

#### General Service Tank Car Safety Surcharge Item 12

This per car charge will be applied to tank cars transporting crude oil that do not meet the requirements of the Association of American Railroads (AAR) Manual of Standards and Recommended Practices, Section C Part III, Specifications for Tank Cars (M-1002), Chapter 2, paragraph 2.7 (Note: Chapter 2, Paragraph 2.7 was implemented via AAR Casualty Prevention Circular 1232 (CPC-1232) published on August 31, 2011). Tank Cars will be identified as meeting the requirements of CPC-1232 based on the data recorded in the Universal Machine Language Equipment Registry (UMLER).

## Private equipment Rem 20

All Hazardous Commodities subject to this Tariff shall be transported in Private Equipment, or as detailed in the Intermodal Commodity Restrictions referenced in item 30. It shall be the responsibility of Customer to pay for the costs of the Private Equipment, including, but not limited to, lease costs. It shall be the responsibility of Customer to ensure that the Private Equipment is in serviceable condition for the safe transportation of Hazardous Commodities over rail lines, and is otherwise free of mechanical defects or failure that could result in leakage, release, spillage, dumping or other discharge of the Hazardous Commodities, or could otherwise become unsuitable for the safe transportation of the Hazardous Commodities over rail lines, and complies with:

- all applicable Canadian and United States federal, provincial, state and local laws, regulations, rules, permits and licenses; and
- industry rules, regulations and decisions applicable to private rail cars including without limitation rules established by the Association of American Railroads ("AAR") Railway Association of Canada ("RAC"), Transport Canada, the U.S. Department of Transportation and the Federal Railroad Administration.

Use of Private Equipment to transport Hazardous Commodities is limited to Private Equipment which has been authorized by CP to operate over the rail lines of CP. Where AAR form OT-5 approval is applicable or required, CP shall not be required to accept Private Equipment that does not have OT-5 approval from CP.

CP's acceptance of Private Equipment in interchange shall not relieve Customer of its obligations with respect to Private Equipment under this Tariff and shall not constitute a waiver by CP of Customer's obligations hereunder.

Shippers are responsible for product classification and selection of packaging in accordance with legal requirements.

## Loading and documentation Item 27

Customer is responsible for the safe loading, tender and unloading of all shipments of Hazardous Commodities. Customer shall prepare, bill and document for shipment, and load and unload, all

shipments of Hazardous Commodities in accordance with and subject to the Dangerous Goods Laws. Hazardous Commodities shall be properly marked, labelled and placarded by Customer as required by the Dangerous Goods Laws. Hazardous Commodities shall also be accompanied by any manifests required by Dangerous Goods Laws. Each shipping document (including the Bill of Lading) shall contain all information required by the Dangerous Goods Laws. In addition to Bills of Lading, manifests and

other documentation with each shipment under this Contract, Customer shall, upon CP's request, provide CP with accurate and descriptive chemical and physical data on the character of the Hazardous Commodities to be transported prior to the actual shipment. Customer shall have and will maintain in effect all applicable registrations, permits and licenses required under Dangerous Goods Laws to be a shipper of the Hazardous Commodities.

In the event of any leakage, release, spillage, dumping or other discharge of the Hazardous Commodities while in the custody of CP, Customer shall, at CP's request, provide prompt advice with respect to the proper method of cleanup, disposal and other remedial actions to take with respect to such leakage, release, spillage, dumping or other discharge, and Customer shall cooperate fully with CP to expeditiously and prudently abate or eliminate any hazard and to meet the requirements of all Dangerous Goods Laws; provided, however, that nothing contained in this paragraph shall alter the responsibilities and obligations of Customer under this Tariff.

Customer agrees that CP may enter Customer facilities to inspect and review all aspects of the loading of Hazardous Commodities. CP reserves the right to reject any shipment of Hazardous Commodities that it deems unsafe or otherwise unsuitable for transportation. CP's acceptance of Hazardous Commodities for transportation shall not relieve Customer of its obligations under this Tariff, shall not constitute a waiver by CP of Customer's obligations hereunder, and shall not alter the apportionment of responsibilities and liabilities under this Tariff.

## Additional charges due to government action

If any action or ruling by any Canadian or United States federal, provincial, state or local government precludes or restricts the transportation of any trains or cars carrying Hazardous Commodities through their jurisdiction, CP will re-price the affected traffic, providing 30 days' notice to Customer.

## Intermodal commodity restrictions Item 30

Details on Restricted/Prohibited Commodities, Hazardous Materials, and Overweight Restrictions for Intermodal Containers apply as published in the Appendix to Tariff 1- Intermodal Safety Standards and Restricted Commodities. Any shipments not in full compliance will be assessed penalties for both Unauthorized Use and Unsafe or Improperly loaded as per Tariff 3.

# Removal and disposition of Hazardous Materials at destination *Item* 35

Final delivery of shipments of Hazardous Materials in the United States is governed by 49 CFR 174.16. Consignees are required to accept Hazardous Material shipments within 48 hours after receiving notice of their arrival in the final serving area. The 49 CFR governs the disposition of Hazardous Material cars after 48 hours.

## Positive chain of custody of RSSM shipments

Effective April 1st 2009, the US Department of Homeland Security's Transportation Security Administration (TSA) has mandated new security measures (reference 49 C.E.R. §1580) to enhance safe transportation of RSSM. This requires every customer originating an RSSM shipment in the US or any customer receiving an RSSM shipment in an HTUA to provide positive chain of custody, including having a representative physically present to ensure "attended transfers" of RSSM shipments. Every RSSM shipment on CP must have an effective price authority issued by CP before shipping to ensure safe routing of the shipment.

#### CASE 0:14-cv-01029-PJS-SER Doc. 1-1 Filed 04/10/14 Page 6 of 16



# Transportation of Toxic Inhalation Hazards / Poison Inhalation Hazards

### **國** Application

Item 51

In addition to any other applicable Tariffs, contracts, or agreements, the rules of items 52, 53, 54 and 55 of this Tariff apply to commodities which are considered Toxic Inhalation Hazards (TIH) or Poison Inhalation Hazard (PIH) moving on CP without a valid TIH specific contract/agreement between CP and the Customer.

#### **Definitions**

Item 52

**The Customer** means any shipper of goods, payer of freight, consignee, or foreign railway that is responsible for the movement of TIH goods on CP.

**A TIH Specific Contract/Agreement** means any signed contract or agreement between CP and the customer for the movement or future movement(s) of the specific TIH commodity where indemnification and liability provisions are identified and agreed to in the contract or agreement between CP and the Customer.

#### Insurance provisions Item 53

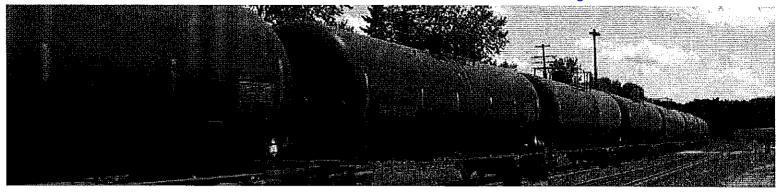
The Customer shall, at its own cost and expense, take out and maintain in full force and effect a Comprehensive General Liability Insurance Policy with an inclusive limit of not less than TEN (10) MILLION DOLLARS (in the currency of the originating party) per occurrence for any and all liability and indemnity obligations assumed by Customer under this Tariff. Such insurance shall include no provisions excluding loss, damage or Injury arising out of or resulting from any incidents occurring, or doing business or conducting operations, on, near, adjacent to or within fifty (50) feet of any railroad track, right-of-way or facilities. Such insurance shall specifically:

- a) name CP as an additional insured;
- contain a "cross-liability" clause which shall have the effect of insuring each person, firm, or corporation insured thereunder in the same manner and to the same extent as if a separate policy had been insured to each; and
- c) provide that the policy shall not be cancelled or materially altered unless written notice is given by the insurer to CP thirty (30) days before the effective date of such cancellation or alteration

The Customer shall, at CP's request, furnish to CP, certified copies of the insurance policies or Certificates of Insurance evidencing the above coverages.

The acquisition and maintenance of this insurance policy by the Applicant shall in no manner limit or restrict liabilities incurred by the Applicant under the provisions of this Tariff.

#### CASE 0:14-cv-01029-P.JS-SER Filed 04/10/14 Page 7 of 16



#### Indemnification and liability

Item 54

Customer shall fully indemnify and defend CP from and against any and all liabilities, claims, lawsuits, actions, applications, demands, complaints, loss, harm, judgments, liens, awards, costs (including, without limitation, attorney's fees and other reasonable costs of litigation), emergency response and evacuation costs, remediation costs, and government oversight costs, damages (including without limitation special and consequential damages), injury to or death of persons, or adverse effects on wildlife or the environment (collectively "Liabilities") which are caused by or arise from:

- Any failure of, or defect in Private Equipment tendered by Customer for the transportation of TIH commodity:
- Any actual or threatened discharge, release, leak or escape of the TIH commodity from the Private Equipment tendered by Customer for the transportation of TIH commodity:
- Loading, sealing and/or securing the TIH commodity by Customer in the Private Equipment:
- Removal, unloading, transfer, delivery, treatment, dumping, storage, or disposal of the TIH commodity carried in the Private Equipment; or
- Failing to properly placard or failing to provide complete and accurate shipping information concerning the TIH commodity in such Private Equipment.

However, the Customer shall have no such obligation to indemnify CP to the extent that Liabilities arise from the negligence or willful misconduct of CP. Additionally, nothing contained in this Item 54 shall extend to limit any liability owing to the Shipper by CP that is not permitted by law.

Customer's indemnity obligations under this Item do not include claims for alleged loss, damage, or delay to the TiH commodities.

#### Joint liability

If Liabilities are caused in whole, or in part, by the joint, contributory, or concurrent negligence or fault of CP, responsibility for Liabilities shall be adjudicated under usual principles of comparative fault under the law governing joint liability, whereby the trier of fact shall determine the percentage of responsibility for CP, Customer, and any other party. CP shall be liable for the amount of such Liabilities allocated to CP in proportion to CP's percentage of responsibility. Customer shall be liable for all other Liabilities,

#### **Tank Car Construction** Item 55

Tank cars constructed of ASTM A516 or TC128 steels tendered to CP for the transportation of TIH (refer item 56) must be normalized and meet the requirements of Chapter 2 - Paragraph 2.2.1.1 of the Association of American Railroads (AAR) Manual of Standards and Recommended Practices, Section C Part III, Specifications for Tank Cars (M-1002). Shipper shall be responsible for ensuring that its cars moving on CP meet the foregoing standard.

## **TIH product codes**

Item 56

This list of TIH/PIH commodities is for reference only. It includes commodities identified by item 2 of this Tariff but is not inclusive of all TIH/PIH commodities.

= Bazaijoleus materdals	Proper shipping name	Section 1		
esponse code		additional		
4821019	WASTE ALLYL ALCOHOL	internations	6,1	UN1098
4821029	WASTE, TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S.		6.1	UN3384
4821722	WASTE HEXACHLOROCYCLO- PENTADIENE		6.1	UN3364 UN2646
4830030	WASTE SULFURIC ACID, FUMING			
4904210			8	UN1831
4904211	AMMONIA, ANHYDROUS  AMMONIA SOLUTION		2,2	UN1005
			2.2	UN3318
4904879	AMMONIA, ANHYDROUS		2.2	UN1005
4907409	ISOBUTYL ISOCYANATE		3	UN2486
4907434	ETHYL ISOCYANATE		3	UN2481 
4909306	ISOPROPYL ISOCYANATE		.3	UN2483
4909307	METHOXYMETHYL ISOCYANATE		3	UN2605
4910370	METHACRYLONITRILE, STABILIZED		3	UN3079
4916138	PENTABORANE		4.2	UN1380
4918180	TETRANITROMETHANE		5,1	UN1510
4918505	BROMINE PENTAFLUORIDE		5.1	UN1745
4918507	BROMINETRIFLUORIDE		5,1	UN1746
4920101	COMPRESSED GAS, TOXIC, CORROSIVE, N.O.S.		2.3	UN3304
4920102	COMMPRESSED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.		2.3	UN3305
4920103	COMPRESSED GAS, TOXIC OXIDIZING, CORROSIVE, N.O.S.		2.3	UN3306
4920104	COMPRESSED GAS, TOXIC, OXIDIZING, N.O.S.		2.3	UN3303
4920105	LIQUEFIED GAS, TOXIC, CORROSIVE, N.O.S.		2.3	UN3308
4920106	SELENIUM HEXAFLUORIDE		2.3	UN2194
4920107	DIBORANE	1	2.3	UN1911
4920108	LIQUEFIED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.		2,3	UN3309
4920110	LIQUEFIED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.		2.3	UN3310
4920111	LIQUEFIED GAS, TOXIC, OXIDIZING, N.O.S.		2.3	UN3307
4920112	NITRIC OXIDE, COMPRESSED		2.3	UN1660
4920113	NITRIC OXIDE AND DINITROGEN TETROXIDE MIXTURES		2,3	UN1975
4920115	INSECTICIDE GASES, TOXIC FLAMMABLE, N.O.S.		2.3	UN3355
4920122	HYDROGEN SELENIDE ANHYDROUS		2,3	UN2202
4920135	ARSINE		2.3	UN2188
4920160	PHOSPHINE		2.3	UN2199
4920164	LIQUEFIED GAS, TOXIC, FLAMMABLE, N.O.S.		2.3	UN3160
4920165	COMPRESSED GAS, TOXIC, FLAMMABLE, N.O.S.		2.3	UN1953
4920167	STIBINE		2.3	UN2676

alcinstamentolistical	9roper-shipping name	see note for	ér. e	5 (Secondors
= response code		aridinosa)		
4920173	OXYGEN DIFLUORIDE, COMPRESSED	information ==	2,3	UN2190
4920174	DINITROGEN TETROXIDE		2,3	UN1067
4920175	NITROGEN TRIOXIDE		2.3	
4920178	CYANOGEN CHLORIDE, STABILIZED		2.3	UN2421
4920180	FLUORINE, COMPRESSED			UN1589
4920181	COMPRESSED GAS, TOXIC, N.O.S.		2.3	UN1045
	, , , , , , , , , , , , , , , , , , ,		2.3	UN1955
4920184	PHOSGENE		2.3	UN1076
4920187	SULFURTETRAFLUORIDE		2.3	UN2418
4920188	TELLURIUM HEXAFLUORIDE		2.3	UN2195
4920189	CHLORINE PENTAFLUORIDE		2.3	UN2548
4920195	LIQUEFIED GAS, TOXIC, N.O.S.		2.3	UN3162
4920301	COMPRESSED GAS, TOXIC CORROSIVE, N.O.S.		2.3	UN3304
4920303	COMMPRESSED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.		2.3	UN3305
4920304	COMMPRESSED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.		2.3	UN3305
4920305	COMMPRESSED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.		2,3	UN3305
4920307	COMPRESSED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.		2.3	UN3306
4920308	COMPRESSED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.		2.3	UN3306
4920309	COMPRESSED GAS, TOXIC, OXIDIZING, N.O.S.		2,3	UN3303
4920310	COMPRESSED GAS, TOXIC, OXIDIZING, N.O.S.		2.3	UN3303
4920311	LIQUEFIED GAS, TOXIC, CORROSIVE, N.O.S.		2.3	UN3308
4920312	LIQUEFIED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.		2.3	UN3310
4920313	LIQUEFIED GAS, TOXIC, CORROSIVE, N.O.S.		2.3	UN3308
4920314	LIQUEFIED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.		2.3	UN3309
4920315	LIQUEFIED GAS, TOXIC, CORROSIVE, N.O.S.		2.3	UN3308
4920316	LIQUEFIED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.		2,3	UN3309
4920317	LIQUEFIED GAS, TOXIC, OXIDIZING, N.O.S.		2.3	UN3307
4920318	LIQUEFIED GAS, TOXIC, FLAMMABLE, CORROSIVE, N.O.S.		2.3	UN3309
4920319	LIQUEFIED GAS, TOXIC, OXIDIZING, N.O.S.		2.3	UN3307
4920320	LIQUEFIED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.		2.3	UN3310
4920321	LIQUEFIED GAS, TOXIC, OXIDIZING, N.O.S.		2.3	UN3307
4920324	COMPRESSED GAS, TOXIC CORROSIVE, N.O.S.		2.3	UN3304
4920325	LIQUEFIED GAS, TOXIC, OXIDIZING, CORROSIVE, N.O.S.	•	2.3	UN3310
4920326	PHOSPHORUS PENTAFLUORIDE	2	2.3	UN2198
4920331	COMPRESSED GAS, TOXIC, CORROSIVE, N.O.S.		2.3	UN3304
4920337	COMPRESSED GAS, TOXIC, OXIDIZING, N.O.S.		2,3	UN3303
4920342	ETHYLENE OXIDE AND CARBON DIOXIDE MIXTURE		2.3	UN3300
4920343	CARBON MONOXIDE AND HYDROGEN MIXTURE, COMPRESSED		2.3	UN2600
4920344	Oil. GAS, COMPRESSED		2.3	UN1071
4920346	TRIFLUOROCHLOROETHYLENE, STABILIZED		2.3	UN1082

Enzardous materials	Propershipping name	Siz zajašietiet:		==\$kEntinos\$==
response code		and distributed in the control of th		
4920348	HYDROGEN IODIDE, ANHYDROUS		2.3	UN2197
4920349	BORON TRICHLORIDE		2.3	UN1741
4920351	CARBONYL SULFIDE		2.3	UN2204
4920352	CHLORINE TRIFLUORIDE		2.3	UN1749
4920353	ETHYLENE OXIDE		2.3	UN1040
4920354	GERMANE		2.3	UN2192
4920355	METHYL MERCAPTAN		2.3	UN1064
4920356	PERCHLORYL FLUORIDE		2.3	UN3083
4920357	SILICON TETRAFLUORIDE	3	2.3	UN1859
4920359	AMMONIA, ANHYDROUS		2.3	UN1005
4920360	AMMONIA SOLUTIONS		2.3	UN3318
4920368	LIQUEFIED GAS, TOXIC, N.O.S.		2.3	UN3162
4920369	LIQUEFIED GAS, TOXIC, N.O.S.		2.3	UN3162
4920371	TUNGSTEN HEXAFLUORIDE	-	2.3	UN2196
4920373	COMPRESSED GAS, TOXIC, N.O.S.		2.3	UN1955
4920375	COMPRESSED GAS, TOXIC, N.O.S.		2.3	UN1955
4920378	COMPRESSED GAS, TOXIC, FLAMMABLE, N.O.S.		2.3	UN1953
4920379	COMPRESSED GAS, TOXIC FLAMMABLE, N.O.S.		2.3	UN1953
4920380	LIQUEFIED GAS, TOXIC, FLAMMABLE, N.O.S.		2.3	UN3160
4920381	LIQUEFIED GAS, TOXIC FLAMMABLE, N.O.S.		2.3	UN3160
4920382	LIQUEFIED GAS, TOXIC, FLAMMABLE, N.O.S.		2.3	UN3160
4920392	CHLOROPICRIN AND METHYL CHLORIDE MIXTURES		2.3	UN1582
4920394	METHYLCHLOROSILANE		2.3	UN2534
4920395	CYANOGEN		2.3	UN1026
4920396	COMPRESSED GAS, TOXIC, FLAMMABLE, N.O.S.		2.3	UN1953
4920398	DICHLOROSILANE		2.3	UN2189
4920399	CARBON MONOXIDE, COMPRESSED		2.3	UN1016
4920502	HYDROGEN BROMIDE, ANHYDROUS		2.3	UN1048
4920503	HYDROGEN CHLORIDE, ANHYDROUS		2.3	UN1050
4920504	HYDROGEN CHLORIDE, REFRIGERATED LIQUID		2.3	UN2186
4920508	SULFUR DIÓXIDE		2.3	UN1079
4920509	NITROSYL CHLORIDE		2.3	UN1069
4920510	GAS-IDENTIFICATION SET		2.3	NA9035
4920511	CARBON MONOXIDE, REFRIGERATED LIQUID		2.3	NA9202
4920513	HYDROGEN SULFIDE		2.3	UN1053
4920515	HEXAETHYL TETRAPHOSPHATE AND COMPRESSED GAS MIXTURES		2.3	UN1612
4920516	CHLOROPICRIN AND METHYL BROMIDE MIXTURES		2.3	UN1581
4920518	METHYL BROMIDE		2.3	UN1062
4920522	BORON TRIFLUORIDE	4	2.3	UN1008

- Bazardous mareitals	Proper-shipping name	See mittelio	eliji	<b>Brantinis</b>	
रक्ष्मकृतमभ्यः वर्गस्य		्रविद्यालयाला ।			
4920526	SULFURYL FLUORIDE	= = information ≤ =	2.3	UN2191	
4920527	COAL GAS, COMPRESSED				
4920528	HEXAFLUOROACETONE		2,3	UN1023	
			2.3	UN2420	
4920530	ORGANIC PHOSPHATE, MIXED WITH COMPRESSED GAS		2.3	NA1955	
4920534	GAS SAMPLE, NON-PRESSURIZED, TOXIC, FLAMMABLE, N.O.S.		2.3	UN3168	
4920535	PARATHION AND COMPRESSED GAS MIXTURE		2.3	NA1967	
4920536	GAS SAMPLE, NON-PRESSURIZED, TOXIC, N.O.S.		2.3	UN3169	
4920547	CHLOROPICRIN AND METHYL BROMIDE MIXTURES		2,3	UN1581	
4920550	INSECTICIDE GASES, TOXIC, N.O.S.		2.3	UN1967	
4920559	CARBONYL FLUORIDE	5	2.3	UN2417	
4920570	COMPRESSED GAS, TOXIC, N.O.S.		2.3	UN1955	
4920571	LIQUEFIED GAS, TOXIC, N.O.S.		2.3	UN3162	
4920715	BROMINE CHLORIDE		2.3	UN2901	
4921000	TOXIC BY INFIALATION LIQUID, N.O.S.		6.1	UN3382	
4921003	TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S.		6.1	UN3384	
4921004	ALLYLAMINE		6.1	UN2334	
4921006	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, N.O.S.		6.1	UN3386	
4921008	METHYL PHOSPHONOUS DICHLORIDE	PHONOUS DICHLORIDE			
4921009	CHLOROACETONITRILE		6.1	UN2668	
4921010	CYCLOHEXYL ISOCYANATE		6.1	UN2488	
4921016	PHOSPHORUS TRICHLORIDE		6.1	UN1809	
4921019	ALLYL ALCOHOL		6.1	UN1098	
4921020	ETHYL CHLOROFORMATE		6.1	UN1182	
4921023	TOXIC BY INHALATION LIQUID, OXIDIZING, N.O.S.		6.1	UN3388	
4921024	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S.		6.1	UN3390	
4921027	N-BUTYL ISOCYANATE		6,1	UN2485	
4921028	HYDROCYANIC ACID, AQUEOUS SOLUTIONS		6.1	UN1613	
4921029	TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S.		6.1	UN3384	
4921063	TRIMETHYLACETYL CHLORIDE		6.1	UN2438	
4921202	DIMETHYLHYDRAZINE, UNSYMMETRICAL		6.1	UN1163	
4921207	SEC-BUTYL CHLOROFORMATE	,	6.1	NA2742	
4921211	ISOBUTYL CHLOROFORMATE		6.1	NA2742	
4921213	TRIMETHOXYSILANE		6.1	NA9269	
4921216	PHENYL ISOCYANATE		6.1	UN2487	
4921239	HYDROGEN CYANIDE, SOLUTION IN ALCOHOL		6.1	UN3294	
4921245	METHANESULFONYL CHLORIDE		6.1	UN3246	
4921248	CROTONALDEHYDE	6	6.1	:UN1143	
4921251	DIMETHYLHYDRAZINE, SYMETRICAL		6.1	UN2382	
4921252	ISOPROPYL CHLOROFORMATE		6.1	UN2407	

Haradousmatedals	Proper shipping name	=5econotedor	e(hars	SPantimore;
terabounda energia		addironal Informations		
4921255	METHYL ORTHOSILICATE		6,1	UN2606
4921275	METHYLDICHLOROARSINE		6.1	NA1556
4921287	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S.		6.1	UN3390
4921288	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S.		6.1	UN3390
4921304	METHYL IODIDE		6.1	UN2644
4921401	ACETONE CYANOHYDRIN, STABILIZED		6.1	UN1541
4921402	2-CHLOROETHANAL		6.1	UN2232
4921404	ETHYLDICHLOROARSINE		6.1	UN1892
4921405	DIMETHYL SULFATE	7	6.1	UN1595
4921413	PHENYL MERCAPTAN		6.1	UN2337
4921414	CHLOROPICRIN		6.1	UN1580
4921420	ETHYLENE CHLOROHYDRIN		6.1	UN1135
4921437	PHOSPHORUS OXYCHLORIDE		6.1	UN1810
4921438	METHYL BROMIDE AND ETHYLENE DIBROMIDE MIXTURES, LIQUID		6.1	UN1647
4921439	CHLOROACETONITRILE		6.1	UN2668
4921440	METHACRYLONITRILE, STABILIZED		6.1	UN3079
4921441	TOXIC BY INHALATION LIQUID, FLAMMABLE, CORROSIVE, N.O.S.		6.1	UN3489
4921447	TOXIC BY INHALATION LIQUID, CORROSIVE, FLAMMABLE, N.O.S.		6,1	UN3493
4921458	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, FLAMMABLE, N.O.S.		6.1	UN3491
4921462	TITANIUM TETRACHLORIDE		6.1	UN1838
4921463	TETRANITROMETHANE		6.1	UN1510
4921465	THIOPHOSGENE		6.1	UN2474
4921473	PERCHLOROMETHYLMERCAPTAN		6.1	UN1670
4921487	METHYL ISOTHIOCYANATE		6.1	UN2477
4921495	2-METHYL-2-HEPTANETHIOL		6.1	UN3023
4921497	ETHYLENE DIBROMIDE		6.1	UN1605
4921558	CHLOROACETONE, STABILIZED		6.1	UN1695
4921587	PHENYLCARBYLAMINE CHLORIDE		6.1	UN1672
4921695	METHYL PHOSPHONIC DICHLORIDE		6.1	NA9206
4921722	HEXACHLOROCYCLOPENTADIENE		6.1	UN2645
4921727	BROMOACETONE.		6.1	UN1569
4921730	N-BUTYL CHLOROFORMATE		6.1	UN2743
4921741	3,S-DICHLORO-2,4,6-TRIFLUOROPYRIDINE		6.1	NA9264
4921742	ETHYL PHOSPHONOUS DICHLORIDE, ANHYDROUS		6.1	NA2845
4921744	ETHYL PHOSPHORODICHLORIDATE		6.1	NA2927
4921745	ETHYL PHOSPHONOTHIOIC DICHLORIDE, ANHYDROUS		6.1	NA2927
4921746	CHLOROPIVALOYL CHLORIDE		6.1	NA9263
4921756	N-PROPYL CHLOROFORMATE		6,1	UN2740
<b>4923</b> 113	ALLYL CHLOROFORMATE		6.1	UN1722

Hazardous materials	Proper shipping name	=500 E MERCE (10) ==	el.es	USmumlage :
response code		anditional information —		
4923209	ARSENIC TRICHLORIDE		6.1	UN1560
4923298	THIOPHOSGENE		6.1	UN2474
4927004	IRON PENTACARBONYL		6,1	UN1994
4927006	ETHYLENEIMINE, STABILIZED		6.1	UN1185
4927007	ACROLEIN, STABILIZED		6.1	UN1092
4927008	METHYL CHLOROFORMATE		6.1	UN1238
4927009	METHYL ISOCYANATE		6.1	UN2480
4927010	NICKEL CARBONYL	-	6.1	UN1259
4927011	METHYLHYDRAZINE		6.1	UN1244
4927012	METHYL CHLOROMETHYL ETHER		6.1	UN1239
4927014	HYDROGEN CYANIDE, STABILIZED		6.1	UN1051
4927018	TOXIC BY INHALATION LIQUID, N.O.S.		6.1	UN3381
4927019	TOXIC BY INHALATION LIQUID, FLAMMABLE, N.O.S.		6.1	UN3383
4927022	METHYL VINYL KETONE, STABILIZED		6.1	UN1251
4927023	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, N.O.S.		6,1	UN3385
4927024	TOXIC BY INHALATION LIQUID, OXIDIZING, N.O.S.		6.1	UN3387
4927025	N-PROPYL ISOCYANATE		6.1	UN2482
4927026	TERT-BUTYL ISOCYANATE		6.1	UN2484
4927028	TOXIC BY INHALATION LIQUID, CORROSIVE, N.O.S.		6.1	UN3389
4927029	TOXIC BY INHALATION LIQUID, CORROSIVE, FLAMMABLE, N.O.S.		6.1	UN3492
4927031	TOXIC BY INHALATION LIQUID, FLAMMABLE, CORROSIVE, N.O.S.		6.1	UN3488
4927034	TOXIC BY INHALATION LIQUID, WATER-REACTIVE, FLAMMABLE, N.O.S.		6.1	UN3490
4927035	ETHYL ISOCYANATE		6.1	UN2481
4927036	ISOBUTYL ISOCYANATE		6.1	UN2486
4927037	ISOPROPYI. ISOCYANATE		6.1	UN2483
4927038	METHOXYMETHYL ISOCYANATE		6,1	UN2605
4927039	SULFURYL CHLORIDE		6.1	UN1834
4930024	HYDROGEN FLUORIDE, ANHYDROUS		8	UN1052
4930030	SULFURIC ACID, FUMING		8	UN1831
4930050	SULFUR TRIOXIDE, STABILIZED	-	8	UN1829
4930204	CHLOROSULFONIC ACID		8	UN1754
4930260	SULFURYL CHLORIDE		8	UN1834
4931201	NITRIC ACID, RED FUMING		8	UN2032
4932010	BORON TRIBROMIDE		8	UN2692
4932352	PHOSPHORUS OXYCHLORIDE		8	UN1810
4932385	TITANIUM TETRACHLORIDE		8	UN1838
4933327	ETHYL CHLOROTHIOFORMATE		8	UN2826
4935231	TRICHLOROACETYL CHLORIDE		8	UN2442
4936110	BROMINE		8	UN1744

## CASE 0:14-cv-01029-PJS-SER Doc. 1-1 Filed 04/10/14 Page 14 of 16

	* Additional proper shipping name information						
Plote	Hazardous imaterials response code	(N.V)			Proper shipping name (Canada)	-Propershipping name: (US)	
1	4920107	UN1911	2.3	DIBORANE	DIBORANE, COMPRESSED	DIBORANE	
2	4920326	UN2198	2.3	PHOSPHORUS PENTAFLUORIDE	PHOSPHORUS PENTAFLUORIDE, COMPRESSED	PHOSPHORUS PENTAFLUORIDE	
3	4920357	UN1859	2.3	SILICON TETRAFLUORIDE	SILICON TETRAFLUORIDE, COM- PRESSED	SILICON TETRAFLUORIDE	
4	4920522	UN1008	2.3	BORON TRIFLUORIDE	BORON TRIFLUORIDE, COMPRESSED	BORON TRIFLUORIDE	
5	4920559	UN2417	2.3	CARBONYL FLUORIDE	CARBONYL FLUORIDE, COMPRESSED	CARBONYL FLUORIDE	
6	4921248	UN1143	6.1	CROTONALDEHYDE	CROTONALDEHYDE, STABILIZED	CROTONALDEHYDE	
7	4921405	UN1595	6.1	DIMETHYL SULPHATE	DIMETHYL SULFATE	DIMETHYL SULFATE	

**Customer Notes:** 

